NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

BRIAN R. CARTMELL, an individual, and as attorney-in-fact and agent acting on behalf of the shareholder Representative for the former eNIC Corporation shareholders; et al., Plaintiffs - Appellees, v. VERISIGN, INC., a Delaware corporation, Defendant - Appellant.	No. 03-35209 D.C. No. CV-02-02411-JCC MEMORANDUM[*]

Appeal from the United States District Court
for the Western District of Washington
John C. Coughenour, Chief Judge, Presiding

Argued and Submitted August 5, 2004
Seattle, Washington

Before: KLEINFELD and CALLAHAN, Circuit Judges, and BERTELSMAN,[**] District Judge.

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[*] This disposition is not appropriate for publication and may not be cited to or by the courts of this circuit except as provided by Ninth Circuit Rule 36-3.

[**] The Honorable William O. Bertelsman, Senior United States District Judge for the Eastern District of Kentucky, sitting by designation.

VeriSign, Inc., a Delaware corporation, appeals the district court's denial of its motion to compel arbitration. We review that denial de novo. *See Ingle v. Circuit City Stores, Inc.*, 328 F.3d 1165, 1169 (9th Cir. 2003). Similarly, we review the court's determinations of arbitrability, like the interpretation of any contractual provision, de novo. *See Republic of Nicaragua v. Standard Fruit Co.*, 937 F.2d 469, 474 (9th Cir. 1991).

Under the Federal Arbitration Act, which governs this appeal, we resolve "any doubts concerning the scope of arbitrable issues . . . in favor of arbitration, whether the problem at hand is the construction of the contract language itself or an allegation of waiver, delay, or a like defense to arbitrability." *Moses H. Cone Memorial Hosp. v. Mercury Const. Corp.*, 460 U.S. 1, 24-25 (1983). Nevertheless, "arbitration is a matter of contract and a party cannot be required to submit to arbitration any dispute which he has not agreed so to submit." *Howsam v. Dean Witter Reynolds, Inc.*, 537 U.S. 79, 83 (2002) (quoting *Steelworkers v. Warrior & Gulf Nav. Co.*, 363 U.S. 574, 582 (1960)).

The contract at issue here expressly requires the parties to arbitrate only the calculation of revenues, the calculation of "Registrations," and the completion of "Regulatory Goals." This language unambiguously reflects the parties' intent to

arbitrate only those narrow issues. The Appellees' suit does not fall within that agreement to arbitrate.

AFFIRMED.